

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

In the Matter of the Arbitration Proceedings between

JOHN HANCOCK LIFE INSURANCE COMPANY,
Petitioner,

Civil Action No.
04 10181MLW

and

SPHERE DRAKE INSURANCE LIMITED,
Respondent.

**JOHN HANCOCK LIFE INSURANCE COMPANY'S MOTION TO STRIKE
PORTIONS OF SPHERE DRAKE'S OPPOSITION TO JOHN HANCOCK'S
MOTION FOR SUMMARY JUDGMENT AND SPHERE DRAKE'S RULE 56.1
STATEMENT AND ACCOMPANYING EXHIBITS**

The plaintiff, John Hancock Life Insurance Company ("John Hancock") hereby moves this court to strike portions of Sphere Drake's Opposition to John Hancock's Summary Judgment Motion ("Opposition"), Sphere Drake's Rule 56.1 Statement and the accompanying exhibits. Specifically, John Hancock seeks to strike any references to the judgment or the proceedings in the *Sphere Drake Ins. Ltd. v. Euro Int'l Underwriting Ltd.*, Case No. 2000 Folio 249, 2003 WL 21729222 (Q.B. July 8, 2003) (the "English Action"), to which John Hancock was not a party; statements by Raymond Gordon Bell in his affidavit ("Bell Affidavit"); and any other irrelevant and immaterial statements.¹

¹ Also pending before this Court are two other motions to strike filed by John Hancock: (1) John Hancock Life Insurance Company's Motion to Strike Portions of Sphere Drake's Supporting Memorandum and the Affidavit of Raymond Gordon Bell With Exhibits; and (2) John Hancock Life Insurance Company's Motion to Strike Portions of Sphere Drake's Memorandum in Support of its Motion to Dismiss John Hancock's Verified Amended Complaint and Exhibit 1 (Docket no. 45). Since many of the statements to be stricken from Sphere Drake's Opposition to Hancock's Motion for Summary Judgment ("Opposition") and Rule 56.1 Statement, as discussed herein, refer or relate to statements or exhibits which are the subject of such pending motions to strike, John Hancock incorporates herein the arguments contained in such motions. John Hancock is also filing at this time its Motion to Strike Sphere Drake's Local Rule 56.1 Statement of Material Facts, seeking to strike Sphere Drake's Rule 56.1 Statement in its entirety.

Sphere Drake's references to and documentation from the English Action are irrelevant to the limited issue before this court under Section 4 of the FAA and thus only serves as an inflammatory distraction. Sphere Drake's continued references to the Bell Affidavit and accompanying exhibits are inappropriate because the statements in such affidavits are either not based on Bell's personal knowledge, consist of opinions and conclusions of law, are irrelevant or speculative, or are made without proper qualifications to attest to the terms and related issues concerning contractual documents.

WHEREFORE, for the foregoing reasons and as addressed more fully in John Hancock's Memorandum of Law in Support ("Memorandum of Law"), filed herewith, John Hancock respectfully requests that the court strike and disregard the items specifically enumerated in its Memorandum of Law, as well as any other immaterial and irrelevant statements or documentation.

Respectfully Submitted,

/s/Rhonda L. Rittenberg
Mitchell S. King, Esq. BBO#272810
Rhonda L. Rittenberg, Esq. BBO# 550498
Michael A. Calawa, Esq. BBO# 643517
Prince, Lobel, Glovsky & Tye LLP
585 Commercial Street
Boston, MA 02109
(617) 456-8000

Of Counsel
David A. Silva, Esq.
Mound, Cotton, Wollan & Greengrass
One Battery Park Plaza
New York, New York 10004
(212) 804-4200

Attorneys for
John Hancock Life Insurance Company

Dated: June 4, 2004

LOCAL RULE 7.1(A)(2) CERTIFICATE

I hereby certify, pursuant to Local Rule 7.1(A)(2), that I have conferred in good faith with counsel for the Respondent but have been unable to resolve or narrow the issues set forth in John Hancock's Motion to Strike Portions of Sphere Drake's Opposition to John Hancock's Motion for Summary Judgment and Rule 56.1 Statement and Accompanying Exhibits.

/s/ Michael A. Calawa
Michael A. Calawa, Esq. BBO# 643517